

SECTION 00300

PROPOSAL FORM

PROPOSAL TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE

FOR THE

CIVIC AUDITORIUM PHASE 2 PROJECT

Name of Bidder: D.L FalkConstruction, Inc.

The representations herein are made under penalty of perjury.

To: The Redevelopment Agency of the City of San Jose
200 East Santa Clara Street, 14th Floor Tower
San Jose, California 95113

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the Agency's Director of Project Management on **November 16, 2009**, entitled "San Jose Civic Auditorium Phase 2" on file in the office of the Director of Project Management of the Redevelopment Agency of the City of San Jose, 200 East Santa Clara Street, 14th Floor Tower, San Jose, California 95113, that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Agency's Director of Project Management, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the Redevelopment Agency of the City of San Jose, in the form of the copy of the contract on file in the office of the Agency's Director of Project Management, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City and Agency as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications and Bid Documents, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names

of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such corporation, the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business as (insert fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the Agency prior to opening bids or submitted with the bid; otherwise, the bid may, at the Agency's option, be disregarded as non-responsive.

BASE BID AMOUNT

A. Base Bid

Lump sum price for the furnishing of all labor, materials, services, equipment, fringe benefits, taxes, insurance, overhead and profit and any other costs or expenses necessary to perform:

Three Million Four Hundred Seventy Nine Thousand
DOLLARS
(\$ 3,479,000)

BID ALTERNATES

The following prices shall determine the cost or credit resulting from inclusion or exclusion in the work and shall include all labor, materials, services, equipment, fringe benefits, taxes, insurance, permit costs, overhead, profit and other costs or expenses necessary to perform the required work. The Agency reserves the right to accept or reject any or all alternates which it determines are in the best interest of the Project.

Alternate No. 1 - Described in Specification Sections 01 2300

Four Hundred Ninety Thousand DOLLARS
(\$ ~~490,000~~) Additive/Deductive (circle one)
490,000

Alternate No. 2 - Described in Specification Sections 01 2300

Three Hundred Thirty Nine Thousand DOLLARS
(\$ 339,000) Additive/Deductive (circle one)

Alternate No. 3 - Described in Specification Sections 01 2300

Two Hundred Ninety Four Thousand DOLLARS
(\$ 294,000) Additive/Deductive (circle one)

Alternate No. 4 - Described in Specification Sections 01 2300

Sixteen Thousand Five Hundred DOLLARS
(\$ 16,500) Additive/Deductive (circle one)

- B. The above base bid includes all addenda issued by the Agency, which include the following:

Number: 1, dated: 12-8-09
Number: 2, dated: 12-14-09
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____

If any addendum issued by the Agency is not noted above by the bidder, this bid proposal may be rejected.

AWARD OF CONTRACT

- A. Basis for Award: The lowest bid shall be determined on the basis of the Base Bid, without consideration of additive or deductive alternates, if any.
1. The award of the contract, if it is to be awarded, will be to the lowest responsive and responsible bidder. The award, if made, is expected to be made on or about **February 2, 2010**.
 2. The Owner-Contractor Agreement shall be signed by the successful bidder and returned, together with the labor compliance documentation, contract bonds and insurance, within eight (8) calendar days, not including Sundays and legal holidays, after the bidder has received notice by certified mail with return receipt requested, or by hand delivery that the contract has been awarded. Any delay caused by the successful bidder in the delivery of the Owner-Contractor Agreement executed by the Contractor, labor compliance documentation, bonds and insurance within eight (8) calendar days shall not be cause for extension of the Completion Date.
 3. Successful bidder shall file at least the minimum insurance requirements as outlined in Article 11 of the General Conditions.
 4. If the successful bidder refuses or fails to execute the Owner-Contractor Agreement and provide the required labor compliance documentation, bonds and insurance policies and certificates, the Agency may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be forfeited to the Agency and the Agency may award the contract to the third lowest responsible bidder. On failure or refusal of the third lowest responsible bidder to whom any such contract is so awarded, to execute the same and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be likewise forfeited to the Agency. The Agency may at any time re-advertise for bids, or may provide that the work shall be done by the Agency's employees to the extent that such may be authorized by law.
 5. If the successful bidder fails to execute the contract or fails to provide satisfactory evidence of compliance with Article 6 of the Instructions to Bidders within the time specified in the Invitation For Bids or in the

specifications referred to therein, the amount of the security may be declared forfeited to the Agency and all bonds so forfeited may be prosecuted.

- B. It is understood that the Agency reserves the right to reject this bid but that it shall remain irrevocable and may not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
- C. If written acceptance is mailed or delivered to the undersigned before bid is withdrawn by written notification to Agency, undersigned will execute and deliver a contract to Agency in accordance with this bid as accepted.

TIME OF COMPLETION

- A. The Work under the Contract shall proceed pursuant to and in accordance with a written notice from Owner to Contractor to proceed ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about **February 15, 2010**. Contractor shall diligently commence performance of the Work on the date specified in the Notice to Proceed. Contractor shall complete performance of the entire Work (as defined in Article 8 of the General Conditions) on or before November 5, 2010. The contractor's attention is drawn to interim milestone No. 1 for access to the Montgomery Theatre to begin construction and installation of the elevator and related work, which work shall begin no sooner than August 9, 2010 and be completed on or before November 5, 2010 ("Scheduled Completion Date").
- B.
 - 1. Contractor shall begin Work in accordance with the Notice to Proceed, and shall diligently prosecute the Contract to completion within the time limits specified.
 - 2. Should Contractor begin work in advance of receiving notice that Contract has been approved by the Agency, any work performed by Contractor in advance of date of approval shall be considered as having been done by Contractor at Contractor's own risk.

IDENTIFICATION

- A. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
- B. The names of all persons interested in the foregoing bid as principals are:

David Falk, President

Important Notice: If a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if an individual, give first and last names in full.

- C. Contractor's License: Contractor is licensed in accordance with an act for registration of contractors with the following Contractor's License number issued by the California Contractor's State License Board:

Class A&B License No. 683837
Expiration Date 1/31/12

- D. Certification and Registration:

- a. Contractor possesses:

- (1) asbestos certification issued by the California Contractor's State License Board for the purpose of performance of asbestos-related work:

Certification Receipt No.: N/A; and

- (2) asbestos registration issued by the Division of Occupational Safety and Health of the California Department of Industrial Relations:

No.: N/A
Expiration Date: N/A

OR

- b. Contractor's subcontractor Z-CON SPECIALTY SERVICES, INC
(name of subcontractor) possesses the following:

- (1) contractor's license issued by the California Contractor's State License Board in accordance with an act for registration of contractors:

Class B License No.: BASB 803805
Expiration Date: 2-28-10; and

- (2) asbestos certification issued by the California Contractor's State License Board for the purpose of performance of asbestos-related work:

Certification Receipt No.: A6857; and

- (3) asbestos registration issued by the Division of Occupational Safety and Health of the California Department of Industrial Relations:

No.: 809

Expiration Date: 8-24-10.]

- E. Signature of person(s) with legal authority to sign contracts:

David Falk

Janice Sutton

- F. Business Address:

3526 Investment Blvd

Hayward, Ca 94545

SUPPLEMENTS TO PROPOSAL FORM

In addition to all information required in the Instructions to Bidders, accompanying this Proposal Form are the following documents completely filled in by the bidder and hereby made a part hereof:

- A. Bidder's Bond or other Bid security (Section 00400).
- B. Statement of Qualifications and Experience of Bidder (Section 00410).
- C. List of Subcontractors (Section 00420).
- D. Affidavit of Financial Statement and Noncollusion (Section 00430).

In addition, Bidder has received the following, to be completed and returned with Contract following award:

Contractor's Performance Bond (Section 00510)

Labor and Payment Material Bond (Section 00511)

Labor Compliance Documentation (Section 00512).

If this bid proposal shall be accepted and the undersigned shall fail to contract, and to give the labor compliance documentation, Contractor's Performance Bond and the

Contractor's Labor and Material Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the Redevelopment Agency of the City of San Jose, the Agency may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Redevelopment Agency of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this bid are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. A cashier's check or a certified check made payable to the Redevelopment Agency of the City of San Jose, or a bidder's bond executed by an admitted surety insurer naming the Agency as beneficiary, in an amount equal to at least ten percent (10%) of the total base bid.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor, and the description of work to be done by each subcontractor.
3. A statement of qualifications and experience of bidder.
4. Executed Affidavit of Financial Statement and Noncollusion

The Agency may, at its option, request additional supplemental information after bid opening.

Bidder understands that the Redevelopment Agency of the City of San Jose reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

The undersigned declares under penalty of perjury that the information contained in this bid and all accompanying documents are true and correct.

Executed on 1/5/10

D.L falk Construction, Inc.
Legal Company Name

Corporation
Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By:

Title: David Falk

City Business License No.: _____

Expiration Date: _____

State Contractor Lic. No.: 683837

Classification: A&B

Expiration Date: 1/31/12

Federal I.D. No.: 94-3191098

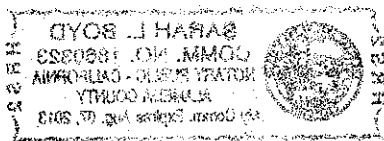
Address: _____

3526 Investment Blvd

Hayward, Ca 94545

Telephone: 510-887-6500

(Note: City Business License not required in
order to submit proposal.)



ACKNOWLEDGEMENT

State of California
County of Alameda)

On 1/5/10 before me, Sarah L. Boyd, Notary
(insert name and title of officer)

Personally appeared David Falk
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
Paragraph is true and correct.

WITNESS my hand and official seal

Signature

Sarah L. Boyd

(Seal)



END OF SECTION 00300

SECTION 00410

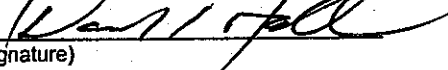
STATEMENT OF QUALIFICATIONS AND EXPERIENCE OF BIDDER

The bidder is required to state below, and on additional pages as necessary, the bidder's experience on similar work performed with a list of references that will enable the Owner to judge bidder's qualifications, experience, skill.

See attached Spreadsheet

D.L Falk Construction, Inc.
(Legal Company Name)

Date: 1/5/10

By: 
(signature)

Printed Name: David Falk

Title: President

END OF SECTION 00410

Description: Sweet Water Forest Fire Station
Dollar Value: \$2,566,343
Owner: State of California, Dept. of General Services, Real Estate Service Div,
Project Management Branch, 707 Third Street, Suite 3-305,
West Sacramento, CA 95605 William Greenleaf@dgs.ca.gov
Owner Rep: N/A
Architect: State of California, Dept of General Service, Real Estate Service Division,
Professional Services Branch, 707 Third Street, suite 3-305,
West Sacramento, CA 95605 Sharon Burke-Polana/(916)375-4238
Comp Date: 2006

Description: Santa Clara Soccer Park Clubhouse Project
Dollar Value: \$2,707,000
Owner: City of Santa Clara, 1500 Warburton Avenue, Santa Clara, CA 95050
George Friedenbach (408)615-2261
Owner Rep: George Friedenbach Architect: Cannon Design, 250 Second Street, Suite 500, San
Francisco, CA 94108 Shannon Bartch/(415)442-0755
Comp Date: 2006

Description: Washington High School
Dollar Value: \$3,609,000
Owner: Fremont Unified School District, 4210 Technology Drive,
Fremont, CA 94538
Owner Rep: Sean Lindh/(510)979-7722 or (510)979-7700
Architect: Loving & Campos Architects, 245 Ygnacio Valley Road #200, Walnut Creek, CA 94596
Stanley Stadelman/(925)944-1666
Comp Date: September 2008

Description: Mission San Jose Elementary School
Dollar Value: \$2,919,000
Owner: Fremont Unified School District, 4210 Technology Drive,
Fremont, CA 94538
Owner Rep: Sean Lindh/(510)979-7722 or (510)979-7700
Architect: AEDIS Architecture & Planning, 1494 Hamilton Avenue
San Jose, CA 95125 Ramon Gomez/(408)264-2000
Comp Date: September 2007

Description: Thornton Jr. High School
Dollar Value: \$1,496,500
Owner: Fremont Unified School District, 4210 Technology Drive
Fremont, CA
Owner Rep: Sean Lindh/(510)979-7722 or (510)979-7700
Architect: HKIT, 538 Ninth Street, Suite 240, Oakland, CA 94607
Robin Popper/(510)625-9800 rpoppers@hkit.com

Comp Date: September 2007

Description: Alteration at Forest Park Elementary School
Dollar Value: \$809,000
Owner: Fremont Unified School District, 4210 Technology Drive,
Fremont, CA 94538
Owner Rep: Sean Lindh/(510)979-7722 or (510)979-7700
Architect: Loving & Campos Architects Inc., 245 Ygnacio Valley Road, Suite 200
Walnut Creek, CA 94596 Larry Mack/(925)944-1626
Comp Date: August 2007

Description: Alviso & Biebrack Pools
Dollar Value: \$900,000
Owner: City Of San Jose
200 East Santa Clara Street, San Jose, Ca 95113
Owner Rep: Raj Verma
Architect: Prodis Associates
185 Park Avenue, San Jose, Ca 95126
Comp Date: 6/2008

Description: Fire Station 25
Dollar Value: \$3,703,800.00
Owner: City Of San Jose
200 East Santa Clara Street, San Jose, Ca 95113
Owner Rep: N/A
Architect: BFGC Architecture
150 So. First Street # 200
San Jose, Ca 95113
Comp Date:

Description: Leitch Elementary School
Dollar Value: \$664,000.00
Owner: Fremont Unified School District, 4210 Technology Drive,
Fremont, CA 94538
Owner Rep: Sean Lindh/(510)979-7722 or (510)979-7700
Architect: HTI Inc Architects
1830 Embarcadero Suite 102
Oakland, Ca 94606
Comp Date: 2008

Description: American High School New Dining Facility
Dollar Value: \$3,959,000.00
Owner: Fremont Unified School District 4210 Technology Drive
Fremont, Ca 94536
Owner Rep: Sean Lindh/(510)979-7722 or (510)979-7700
Architect: HKIT, 538 Ninth Street, Oakland, Ca 94607
Robin Poppers/(510)625-9800
Comp Date: In Progress

Description: Lincoln Science Building
Dollar Value: \$3,579,000.00
Owner: San Jose Unified School District 855 Lenzen Avenue

San Jose, Ca 95126
Owner Rep: Angela Garcia/(408)535-6071
Architect BFGC Architects and Planning, 4115 Broad Street Suite 210 San Luis Obispo,
Maurice Macare /(805)546-0433
Comp Date: In Progress

Description: Encinal Elementary School Kindergarten Modernization
Dollar Value: \$2,364,000.00
Owner: Menlo Park Unified School District
181 Encinal Ave, Atherton, Ca 94027
Owner Rep: Brenda Purella 650-321-7140
Architect Deem, Lewis, McKinley
12 Gough Street, San Francisco, Ca 94103
415-255-1811
Comp Date: September 2008

Description: Foster City Teen Center
Dollar Value: \$3,973,000
Owner: City of Foster City
610 Foster City Blvd
Owner Rep: Sue Lee/650-286-3200
Architect Burkes Toma Architects
814 Camellia Street, Berkeley, Ca
510-524-4255
Comp Date: May 2009

Description: Grant and Del Ray
Dollar Value: \$2,587,000
Owner: San Lorenzo unified School District
87 Grant Avenue San Lorenzo, Ca
Owner Rep: Prachi Amin/510-317-4844
Architect Beverly Prior Architects, Inc. Tele: 415/777-9422
222 Sutter Street, 9th Floor Fax: 415/777-2755
San Francisco, CA 94108 Contact: Adam Murphy
Comp Date: May 2009

Description: Teachers Educational Resource Building
Dollar Value: \$3,975,000
Owner: Menlo Park Unified School District
181 Encinal Ave, Atherton, Ca 94027
Owner Rep: Brenda Purella 650-321-7140
Architect Deem, Lewis, McKinley
12 Gough Street, San Francisco, Ca 94103
415-255-1811
Comp Date: 2010

In Progress

Description: Encinal Elementary 4/5 Addition
Dollar Value: \$11,079,000
Owner: Menlo Park Unified School District
181 Encinal Ave, Atherton, Ca 94027
Owner Rep: Brenda Purella 650-321-7140
Architect: Deem, Lewis, McKinley
12 Gough Street, San Francisco, Ca 94103
415-255-1811
Comp Date: 2010

Description: Encinal Elementary Window Replacement
Dollar Value: \$1,000,000
Owner: Menlo Park Unified School District
181 Encinal Ave, Atherton, Ca 94027
Owner Rep: Brenda Purella 650-321-7140
Architect: Deem, Lewis, McKinley
12 Gough Street, San Francisco, Ca 94103
415-255-1811
Comp Date: 2009

Description: Ardewood Elementary Modernization
Dollar Value: \$1,384,000
Owner: Fremont Unified School District
4210 Technology Parkway Fremont, Ca 94538
Owner Rep: Sean Lindh/510-979-7700
Architect: Loving and Campos
245 Yagnacio Valley Road Suite 200
Larry Mack 925-944-1666
Comp Date: August 2009

Description: Willow Glenn High School New Science Building
Dollar Value: \$4,694,000
Owner: San Jose Unified School District
855 Lenzen Avenue San Jose, Ca 95110
Owner Rep: Jason Cornejo/Kitchell CM 408-4458276
Architect: BFGC Architects Planning Tele: 408/924-0841
150 South First Street, Suite 200 Fax: 408/924-0844
San Jose, CA 95113 Contact: Bill Holl
Email: billh@bfgc.com

Description: Laurel Elementary School Building D & E
Dollar Value: \$ 4,382,000
Owner: Menlo Park Unified School District
181 Encinal Ave, Atherton, Ca 94027
Owner Rep: Brenda Purella 650-321-7140
Architect: Deem, Lewis, McKinley
12 Gough Street, San Francisco, Ca 94103
415-255-1811
Comp Date: 2010

Description: Royal Sunset EB Arts
Dollar Value: \$357,000
Owner: San Lorenzo unified School District
87 Grant Avenue San Lorenzo, Ca
Owner Rep: Prachi Amin/510-317-4844
Architect: Beverly Prior Architects, Inc. Tele: 415/777-9422
222 Sutter Street, 9th Floor Fax: 415/777-2755
San Francisco, CA 94108 Contact: Adam Murphy
Comp Date: Sept 2009

Description: Emergency Operations Center
Dollar Value: \$789,000

Owner: Redevelopment Agency Board Tele: 650/829-3830
Of South San Francisco Fax: 650/829-3839
550 N. Canal Street Contact:
South San Francisco, CA 94080
Owner Rep: Robert Hahn E-mail: Robert.Hahn@ssf.net
Architect Pinnacle DB, Inc. Tele: 415/882-1606
75 Lansing Street, One Fax: 415/882-1608
San Francisco, CA 94105 Contact: Larry R. Tarter
Cell: 650/455-1668
Comp Date: 2010

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK
Z-CON SECURITY SERVICES, INC.	San Jose, CA	Hazmat Abatement
RED CONCRETE	Union City	Cast In Place Concrete
Johnson Western Concrete	San Leandro, CA	Shotcrete
Johnson Western Concrete J.C. Metals	S.F.	Structural Steel/Metal fab

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NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK
<i>B.L. Mills</i>	<i>Newark, CA</i>	Architectural Woodwork
<i>Fisher</i>	<i>San Jose</i>	Gypsum/Plastering/Repair
<i>DASCO</i>	<i>Milpitas</i>	Gypsum Board
<i>Mullen</i>	<i>San Jose</i>	Terra Cotta Tile

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NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK
<i>WARRER</i>	<i>Fremont</i>	Acoustical Ceiling
<i>ADRIAL</i>	<i>S.F.</i>	Acoustical Ceiling <i>Wood Strip Flooring</i>
<i>ADRIAL</i>	<i>S.F.</i>	Sheet Carpet
<i>WES COAST</i>	<i>Redwood City</i>	Acoustic Installation

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NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK
FFA	MANTECA	Paint & Coating
Ascend	FF	Production Lighting Control
TRAD	PERMANENT	Hydraulic Elevator
		Fire Protection

SECTION 00420

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NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK
<i>D. ABLO</i>	<i>PLEASANTON</i>	Plumbing
<i>LIAS MEAL</i>	<i>Hayward</i>	HVAC
<i>NATIONAL Electric</i>	<i>Union City</i>	Electrical/FA System
<i>PCD</i>	<i>San Jose City</i>	Audio Visual System

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NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK
Legend Theatrical	Scotts Valley	Theatrical Lighting Control
Western Prospects	S.F.	Theatrical Ceilings
Acoustical Inc.	Marina del Rey	Acoustical wood Panels
Legend Theatrical	Scotts Valley	Full Access Systems

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NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK
L.V.H.	Oxnard, CA	Production & Rating
Gala System	Oxnard, CA	Platform Stage Light
W.C.D.	San Marcos	Suspended Ceiling

SECTION 00430

NONCOLLUSION AND FINANCIAL STATEMENT AFFIDAVIT

CIVIC AUDITORIUM PHASE 2 PROJECT

DAvid Falk

print name

, being first duly sworn, deposes and says:

(1) The signatory is the President of D.L. Falk Construction, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and

(2) In accordance with Title 23, United States Code, Section 112, he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with this contract; and

(3) As of the date of the bid submittal, Bidder has not filed for bankruptcy and has no plans to do so, and Bidder has the financial resources, capacity and stability to completely perform the contract.

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The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution. The Agency reserves the right to investigate the statements made within this affidavit, including but not limited to, requiring a current financial statement.

Executed on 1/5/10

D.L. Falk Construction, Inc.
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: 

Title: President

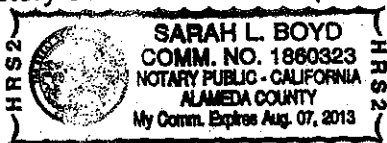
City Business License No.: _____
Expiration Date: _____
State Contractor Lic. No.: 683837
Classification: A&B
Expiration Date: 1/31/12
Federal I.D. No.: 94-3191098
Address: _____
3526 Investment B
Hayward, Ca 94545
Telephone: 510-887-6500

(Note: City Business License not required in
order to submit proposal.)

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me on this 5th day of January, 20010
by David Falk, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Sarah L. Boyd

SIGNATURE OF NOTARY

SECTION 00400

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, D.L. Falk Construction, Inc.
as **PRINCIPAL**, and International Fidelity Insurance Company
a corporation duly organized under the laws of the State of New Jersey
and duly licensed to become sole surety on bonds required or
authorized by the State of California, as **SURETY**, are held and firmly bound unto the
Redevelopment Agency of the City of San Jose (hereinafter called the "Agency"), in the
penal sum of **TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BASE BID** of
the Principal above named, submitted by the Principal to the Agency, for the work
described below; for the payment of which sum in lawful money of the United States,
well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents. In no case shall the liability
of the Surety hereunder exceed the sum of
Ten Percent (10%) of Total Amount Bid Dollars (\$).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the
Redevelopment Agency of the City of San Jose, for certain construction specifically
described as follows, for which bids are to be opened at the Redevelopment Agency of
the City of San Jose, located at 200 East Santa Clara Street, 14th Floor Tower, San
Jose California, on **January 5, 2010** for the following project:

CIVIC AUDITORIUM PHASE 2 PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and,
within the time and manner required under the specifications, after the prescribed forms
are presented to him for signature, enters into a written contract, in the prescribed
forms, in accordance with the bid, and files a Contractor's Performance Bond and a
Contractor's Labor and Material Payment Bond, and files the required insurance
policies with the Agency, all as required by the specifications and the contract or by law,
then the obligation shall be null and void; otherwise it shall be and remain in full force
and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation
of said Surety and its bond shall be in no way impaired or affected by any extension of
the time within which the Agency may accept such Bid; and said surety does hereby
waive notice of any such extension.

In the event suit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all costs incurred by the Agency in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 29th day of December, 2009.

PRINCIPAL

D.L. Falk Construction, Inc.
Legal Company Name

By: 

Signature
David L. FALK
Print Name
President
Title

By: _____

Signature
Print Name
Title

SURETY

International Fidelity Insurance Company
Legal Company Name

By: 

Signature
James B. Shea
Print Name
Attorney-in-fact
Title

Address: 1575 Treat Blvd., #208
Walnut Creek, CA 94598
Att: Lex Nabers

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

END OF SECTION 00400

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

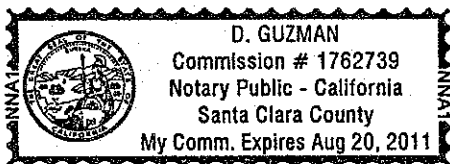
On December 29, 2009 before me, D. Guzman, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared James B. Shea, Attorney-in-Fact

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

JAMES B. SHEA, JEFFREY N. ABER, D. GUZMAN, DORA HOCKETT

Campbell, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

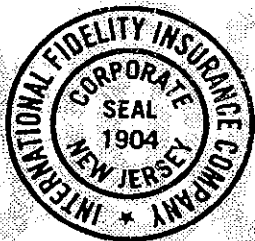
The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



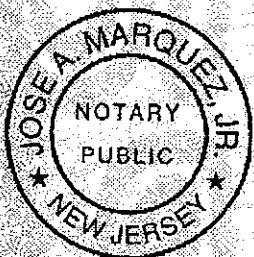
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

[Signature]
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 29th day of December, 2009

[Signature]
Assistant Secretary